

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE TWENTY SEVENTH DAY OF OCTOBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MS JUSTICE G.ROHINI

WRIT PETITION NO : 19654 of 2004

Between:

K.Sreenivasulu S/o. K.Hanumanthu
R/o.H.No.1-7-55/4, Old Bus Stand Mahaboobnagar.

..... PETITIONER

AND

- 1 The Mahaboobnagar District Co-op Marketing Society Limited.
Mahaboobnagar, Mahaboobnagar District Rep. by its Chairman.
- 2 The District Cooperative Officer Mahaboobnagar, Mahaboobnagar District.
- 3 The District Collector Mahaboobnagar.

.....RESPONDENT(S)

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue an appropriate writ, order or direction, more particularly one in the nature of writ of Mandamus: i) declaring the order of the Respondents No.2 and 3 in Proc.RC.No.3742/04-H, dated 27.9.2004 of the Respondents No.1 and 2, as arbitrary, illegal, violative of the articles 14,21 and 300A of the constitution of India and consequently set aside the same.

Counsel for the Petitioner: MR.A.SUDARSHAN REDDY

Counsel for Respondents 2 and 3: GP FOR COOPERATION

Counsel for Respondent No.1: --

The Court at the stage of admission made the following Order:

Admittedly, the petitioner was granted lease by the first respondent, a Society registered under the A.P. Co-operative Societies Act, 1964 in respect of a piece of land, situated in Ward No.1, Block No.7, in Survey No.1031 of Mahaboobnagar Village, admeasuring 4745.79 Sq.yards under a registered lease deed dated 14-05-2004.

This writ petition is filed aggrieved by the proceedings of 2nd respondent – District Co-operative Officer, dated 27-08-2004 cancelling the said lease deed for the reasons stated thereunder.

Having heard the learned counsel for the petitioner and on the basis of the material on record, it is clear that the issues raised in this writ petition are essentially based on a dispute between the parties pursuant to the agreement entered in between them. Nothing has been placed before this Court to show that the said agreement was entered into in exercise of any statutory power. Hence, the dispute, which involves nothing but the enforcement of terms and conditions of a non-statutory contract is not amenable to the writ jurisdiction under Article 226 of the Constitution of India.

Accordingly, granting leave and liberty to the petitioner to work out appropriate remedy as available under law, the writ petition is disposed of. No costs.

27-10-2004

Note: Issue C.c. by tomorrow.

(B/o)

kdl

To

- 1 The Mahaboobnagar District Co-op Marketing Society Limited.
Mahaboobnagar, Mahaboobnagar District Rep. by its Chairman.
- 2 The District Cooperative Officer Mahaboobnagar, Mahaboobnagar District.
- 3 The District Collector Mahaboobnagar.
- 4 Two C.Cs. to the Government Pleader for Co-operation, High Court Buildings,
A.P., Hyderabad, (OUT).
- 5 Two C.D. Copies.